

Terms & Conditions LegalPayroll.com.au & LegalTimesheet App

These terms and conditions detail our responsibilities as a service provider and your obligations as a customer. They are written in plain English so that they are easy to understand. Law Support Australia Pty Ltd will evolve with our customer feedback; hence, Law Support Australia Pty Ltd reserves the right to change these terms & conditions at anytime (all changes to the Terms and Conditions will be emailed to you on the change and the Terms and Conditions will be updated on the Website).

You are responsible for reviewing and becoming familiar with any such modifications, and your use of the Service following such notification constitutes your acceptance of the modified terms and conditions. By accepting these terms & conditions or using the Service provided by Law Support Australia Pty Ltd you acknowledge that you have read, understood and agree to be bound by them. You accept that they are a contract between You and Law Support Australia Pty Ltd, ruling your use of the Service and taking the place of any prior agreements between you and Law Support Australia Pty Ltd.

1. DEFINITIONS

“Data” Is any information You input into the Service.

“Intellectual Property Right” Means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Service” Is the software made available by Law Support Australia Pty Ltd via our Website 'legalpayroll.com.au'. Any new features added to or augmenting the Service are also subject to these Terms and Conditions.

“Subscription Fee” Is the monthly or per matter fee (including any taxes, levies and duties) payable by You in accordance with the fee schedule set out on the Website (which Law Support Australia Pty Ltd may change from time to time, notifying You).

“Law Support Australia” Is Law Support Australia Pty Ltd, the company that owns the Service. It can also be referred to as “The Company”.

“Website(s)” Is the Internet site with any Domain managed and operated by Law Support Australia Pty Ltd.

“White Label” Means the Service that can be resold by a third party.

“You” Means your company, and includes you, your employees, consultants, representatives and agents. “You” may also be referred as “Users”.

2. USE OF THE SERVICE

2.1. Law Support Australia Pty Ltd grants You the right to access and use the Service via any of our managed Websites with the user roles according to your subscription type. This right is non-exclusive and non-transferable and limited by these Terms and Conditions.

3. YOUR OBLIGATIONS

3.1. Payment obligations

3.1.1. The Service is made available on a pay-as-you-go basis. All subscriptions come with an initial 30-day free trial period, limited to the first business in the subscription only. If you do not provide your credit card details to Law Support Australia Pty Ltd within the 30-day free trial period, your account will be downgraded (you won't be able to process pay runs) and can only be reactivated by submitting your credit card information.

3.1.2. If you have provided credit card details before the end of your 30-day trial and have elected to continue with a paid subscription, an invoice for the Subscription Fee will be issued to the billing contact on the first day of each month and charged on the eighth day of the same month. All charges are calculated on a pro-rata basis.

3.1.3. All invoices will include the Subscription Fee for the preceding period of use. Law Support Australia Pty Ltd will continue invoicing You monthly until this Agreement is terminated in accordance with clause 8.

3.1.4. All Law Support Australia Pty Ltd invoices will be made available to You (you'll be notified by email) and are payable within 10 days of the invoice date. You are responsible for payment of all taxes, levies and duties in addition to the Subscription Fee.

3.1.5. There are no refunds or credits for partial months of service, upgrade/ downgrade refunds, or refunds for months unused with an open account (this also applies for the Annual Subscription). In order to treat everyone equally, no exceptions will be made.

3.1.6. For any upgrade or downgrade in plan level, your credit card will automatically be charged the new rate on your next billing cycle.

3.1.7. Downgrading your account may cause the loss of content, features, or capacity of your account. Law Support Australia Pty Ltd does not accept any liability for such loss.

3.1.8. Prices of all Services, including but not limited to monthly fees to the Service, are subject to change upon 30 days notice from Law Support Australia Pty Ltd, given by email or posted to the Website.

3.2. General obligations

You must only use the Service and Website for your own lawful internal business purposes, in accordance with these Terms and any notice sent by Law Support Australia Pty Ltd or condition posted on the Website.

3.3. Access conditions

3.3.1. You agree and recognise that your login may only be used by 1 (one) person. You may create separate logins for as many people as you like.

3.3.2. You will ensure that all usernames and passwords required to access the Service are kept secure and confidential. You will immediately notify Law Support Australia Pty Ltd of any unauthorised use of your passwords or any other breach of security and Law Support Australia Pty

Ltd will reset your password. Law Support Australia Pty Ltd reserves the right to access any or all your accounts in order to respond to your requests for technical support.

3.3.3. As a condition of these Terms, when accessing and using the Service, You must:

3.3.3.1. not attempt to undermine the security or integrity of Law Support Australia Pty Ltd 's computing systems or networks or, where the Service is hosted by a third party, that third party's computing systems and networks;

3.3.3.2. not use, or misuse, the Service in any way which may impair the functionality of the Service or Website, or impair the ability of any other user to use the Service or Website;

3.3.3.3. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Service is hosted;

3.3.3.4. not transmit, or input into the Service, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

3.3.3.5. not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Service or the Website except as is strictly necessary to use either of them for normal operation.

3.4. Usage Limitations

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes, the number of calls You are permitted to make against Law Support Australia Pty Ltd 's application programming interface. Any such limitations will be specified within the Service.

3.5. Communication Conditions

As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Service including (but not limited to): offers of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use). When You make any communication on the Website, you represent that You own the content of the communication. Law Support Australia Pty Ltd is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Service. As with any other web-based forum, you must exercise caution when using the communication tools available on the Website. However, Law Support Australia Pty Ltd does reserve the right to remove any communication at any time in its sole discretion.

3.6. Indemnity

You indemnify Law Support Australia Pty Ltd against all claims, costs, damage and loss arising from your breach of any of these terms or any obligation You may have to Law Support Australia Pty Ltd,

including (but not limited to) any costs relating to the recovery of any Subscription Fees that have not been paid by You.

4. CONFIDENTIALITY AND PRIVACY

4.1. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms. Each party's obligations under this clause will survive termination of these Terms. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:

4.1.1. is or becomes public knowledge other than by a breach of this clause;

4.1.2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

4.1.3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

4.1.4. is independently developed without access to the Confidential Information.

4.2. Privacy

Law Support Australia Pty Ltd maintains a privacy policy that sets out the parties' obligations in respect of data. You should read that policy since You will be taken to have accepted it when You accept these Terms.

5. INTELLECTUAL PROPERTY

5.1. General

Title to, and all Intellectual Property Rights in the Service, the Website and any documentation relating to the Service, remain the property of Law Support Australia Pty Ltd (or its licensors).

5.2. Data

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, your access to the Data is contingent on full payment of the Law Support Australia Pty Ltd Subscription Fee. You must maintain copies of all Data inputted into the Service. Law Support Australia Pty Ltd adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Law Support Australia Pty Ltd expressly excludes liability for any loss of Data no matter how caused.

5.3. Third-party applications and your Data

If You enable third-party applications for use with the Service, you acknowledge that Law Support Australia Pty Ltd may allow providers of those third-party applications to access your Data as required for the inter-operation of such third-party applications with the Service. We shall not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by third-party application providers.

5.4. Trademarks

You may only use Law Support Australia Pty Ltd and Law Support Australia Pty Ltd 's various logos only with Law Support Australia Pty Ltd 's written consent and for promotional purposes to identify yourself as a customer or user of Law Support Australia Pty Ltd 's Service, provided you do not attempt to claim ownership of the marks by incorporating any of them within your names or offerings.

6. WARRANTIES AND ACKNOWLEDGEMENTS

6.1. Acknowledgement

You acknowledge that: You are authorised to use the Service and the Website and to access the information that You access using the Service and the Website (whether that information is your own or that of anyone else). If You are using the Service and accessing the Website on behalf of or for the benefit of an organisation (whether a body corporate or not) then Law Support Australia Pty Ltd will assume that You have the right to do so and that organisation will be liable for your actions or omissions (including any breach of these Terms). The provision of, access to, and use of, the Service, including the Website and content, and all server and network components are provided on an "as is" and "as available" basis, at your own risk, without any warranties of any kind, to the fullest extent permitted by law. Law Support Australia Pty Ltd does not warrant that the use of the Service will be uninterrupted, timely, secure, error free or virus free and no information or advice obtained by You from Law Support Australia Pty Ltd or through the Service shall create any warranty not expressly stated in these Terms. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Service. Law Support Australia Pty Ltd is not in any way responsible for any such interference or prevention of your access or use of the Service. It is your sole responsibility to determine that the Service meets the needs of your business.

6.2. No warranties

Law Support Australia Pty Ltd gives no warranty about the Service. Without limiting the foregoing, Law Support Australia Pty Ltd does not warrant that the Service will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded whether express or implied, in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

6.3. Consumer guarantees

You warrant and represent that You are acquiring the right to access and use the Service and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the website or these Terms.

7. LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, Law Support Australia Pty Ltd excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of Data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the Service.

7.2. If You suffer loss or damage as a result of Law Support Australia Pty Ltd 's negligence or failure to comply with these Terms, a claim by You against Law Support Australia Pty Ltd arising from Law Support Australia Pty Ltd 's negligence or failure will be limited in respect of any one incident, or series of connected incidents to the Subscription Fees paid by You in the previous 12 months.

7.3. If You are not satisfied with the Service, your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. CANCELLATION & TERMINATION

8.1. Trial policy

When You sign up for the Service You can evaluate Law Support Australia Pty Ltd with no obligation to continue. If You choose to continue using Law Support Australia Pty Ltd, You will be billed from the day You provide your billing details. If You choose not to continue, you may terminate these Terms by sending an email to Support@lawsupport.com.au.

8.2. Cancellation

You are responsible for properly cancelling your account. The account owner (as defined in the sign-up procedure) can cancel the account at any time by sending an email to Support@lawsupport.com.au. Upon cancellation of your account, you will no longer be able to process pay runs, make super payments or send SMS notifications. Cancelling your account will not result in your data being deleted. Your data will be retained and will be accessible for historical and compliance purposes. Employees that were granted access to the employee portal will still be able to access their historical data unless their access is explicitly removed. Data will only be removed at the explicit request of the account holder. Should a data deletion request be made, all of your content will be immediately deleted from the Service. Data deleted as part of a data deletion request cannot be recovered once the request has been completed. If you cancel the Service before the end of your current month, your cancellation will take effect immediately and you will be billed for usage up until the point of cancellation.

8.3. Prepaid Subscriptions

There will be no refund for any remaining prepaid period for a prepaid Subscription Fee subscription, unless that subscription is cancelled within the 30-day trial period.

8.4. No-fault termination

These Terms will continue for the period covered by the Subscription Fee paid in clause 3.1. These Terms will automatically continue for the same period unless either party terminates these Terms by giving notice to the other party at least 30 days before the end of the relevant payment period.

8.5. Breach

If You: breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied; breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.3 or any payment more than 30 days overdue); or the paying subscriber goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction, Law Support Australia Pty Ltd may take any or all of the following actions, at its entire discretion: Terminate these Terms and your use of the Service and the Website; Suspend for any definite or indefinite period of time, your use of the Service and the Website; Take either of the actions in sub-clause 4 and 5 of this clause in respect of any other persons in your organisation or who have access to your information or that of your organisation.

8.6. Accrued Rights

Termination of these Terms is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement, you will remain liable for any accrued charges and amounts which become due for payment before or after termination and immediately cease to use the Service and the Website.

8.7. Expiry or termination

Clauses 3.1, 3.6, 4, 5, 6, 7, 8 and 9 survive the expiry or termination of these Terms.

9. GENERAL

9.1. Entire agreement

These Terms, and the terms of any other notices or instructions given to You under these terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Law Support Australia Pty Ltd relating to the Service and the other matters dealt with in these Terms.

9.2. Waiver

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

9.3. Delays

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

9.4. No Assignment

You may not assign or transfer any rights to any other person without Law Support Australia Pty Ltd 's prior written consent.

9.5. Governing law and jurisdiction

These terms shall be governed by the laws of Australia. You hereby expressly agree to submit to the exclusive jurisdiction of the courts of Australia for the purpose of resolving any dispute relating to your access to or use of the Service.

9.6. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

9.7. Notices

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Law Support Australia Pty Ltd must be sent to Support@lawsupport.com.au or to any other email address notified by email to You by Law Support Australia Pty Ltd. Notices to You will be sent to the email address which You provided when setting up your access to the Service.

9.8. Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

These terms were last modified on 15/05/2017